REMARKS

Applicants have thoroughly considered the final Office action dated June 27, 2007. Reconsideration of the application in view of the following remarks is respectfully requested. Claims 56-59 have been canceled. The remaining claims have not been amended.

Claims 1 and 24 and their dependent claims stand or fall together. Claims 55 and 61 and their dependent claims stand or fall together.

Claim Rejections Under 35 U.S.C. §102(e)

Claims 1, 3-7, 15, 24, 52, 53 55 and 56 stand rejected under 35 U.S.C. 102(e) as being anticipated by Eggleston et al., U.S. Patent Number 6,061,660 (Eggleston). Applicants respectfully disagree.

Eggleston fails to disclose MULTIPLE programs by VARIOUS sponsors on the SAME host.

Column 10, lines 3-9 of Eggleston discloses that the system includes "participation of a host, who manages the system, one or more consumers, who participate in incentive programs and in certain instances win awards, one or more sponsors, who offer incentive programs **through** the host system, and one or more retailers who provide awards for the incentive programs and who fulfill delivery of awards to customers." When read in the light of the specification, Eggleston clearly teaches that a sponsor:

(1) purchases incentive programs from the sponsor site of the host,

(2) **downloads the purchased program to the sponsor's own server**, and

(3) provides a link to the host, as a result, the consumer can access the incentive program on the **sponsor's own web server** from a HTML link in the consumer directory of the consumer site of the host.

Notably, Eggleston does not teach or disclose any embodiments where **multiple** incentive programs purchased by **various** sponsors are installed or executed on the sponsor site of the **same** host system or elsewhere on the host system. In contrast,

Eggleston **repeatedly** teaches that a purchased incentive program is **downloaded to the sponsor's own site and not the sponsor site 194 located on the host system**. (Eggleston, FIGS. 10-11; column 14, lines 50-53; column 19, lines 14-17; column 19, lines 14-17; column 19, lines 17-19; column 19, lines 44-48; column 29, line 67 to column 30, line 3; column 32, lines 37- 41) Furthermore, Eggleston teaches that once the incentive program has been downloaded and installed on the sponsor's own site, the **sponsor provides a link to the host**. (Eggleston, column 19, lines 20-21 and 49-50; column 30, lines 6-9; column 14, lines 53-56) Next, the host system updates the consumer directory of the consumer site to **link** to the incentive program installed on the **sponsor's own site**. (Eggleston, column 15, line 66 - column 16, line 2; column 19, lines 49-52; column 26, lines 62-65; column 19, lines 26-29).

As pointed out repeatedly and again below, independent claims 1 and 24 recite the combination of **multiple** programs by **various** sponsors on the **same** host system. The Examiner argues that Eggleston meets this combination by disclosing a "client-server" model that would:

> allow one of ordinary skill to determine that the remote host is able to operate the
>
> incentive program selected by the sponsor.

However, the combination recited by each of claims 1 and 24 is not directed to "*allowing*" a single program to operate on a remote host. Claims 1 and 24 as pointed out repeatedly and again below recite the combination of **multiple** programs by **various** sponsors on the **same** host system. By the Examiner's own admission in the Final Action, Eggleston is limited to *allowing a program* to operate on a remote host. Thus, Eggleston is insufficient under 102(e) so that the rejection of claims 1 and 24 must be withdrawn.

Eggleston fails to disclose a SELECTABLE rules structure.

Claims 55 and 61 recite that each customer **selects** a rules structure.   Once again, by the Examiner's own admission in the Final Action (p. 20), Eggleston is deficient. The Examiner notes:

> program. However, Col 35, line 4 through Col 36 line 19 specifically disclose that "the programs for a given incentive program are also associated with incentive program rules", and that "any other eligibility rules can be entered by the sponsor in defining the eligibility ".

However, claims 55 and 61 do not claim that a sponsor *can enter* rules. To the contrary, as pointed out repeatedly and again below, claims 55 and 61 recite a **selectable** rules structure, which means that the customer is presented with <u>choices</u> for rules. By the Examiner's own admission in the Final Action, Eggleston is insufficient under 102(e) so that the rejection of claims 55 and 61 must be withdrawn.

Eggleston is not enabling

Furthermore, **even if Eggleston** did disclose multiple independent customers operating their modified program via a program processor, **the reference is clearly not enabling.   Eggleston teaches in detail <u>five (5) embodiments</u> where the program is downloaded or mailed to the sponsor for installation at the sponsor's site and <u>does not disclose a single embodiment</u> where the program is operated on the host computer.** (See, (1) Fig. 10; Column 14, lines 50-65; (2) Fig. 10; Column 19, lines 14-17; (3) Fig. 10; Column 19, lines 18-19; (4) Column 29 line 67 - Column 30 line 9; and (5) Fig. 11; Column 32, lines 37-41.) It is beyond comprehension that the Examiner insists that Eggleston teaches the program is operated on the host's system **after** it has been downloaded or mailed to the **sponsor for installation at the sponsor's site.** For this reason alone, the rejection based on Eggleston under 102(e) must be withdrawn.

DISCUSSION OF INDEPENDENT CLAIMS 1 AND 24:

The following points out the language in independent claims 1 and 24 which recite the combination of **multiple** programs by **various** sponsors on the **same** host system.

Claim 1

Claim 1 recites a method for allowing a first customer to create an individual, modified motivation or recognition first program having first participants..., said method for allowing a second customer to create an individual, modified motivation or recognition second program having second participants ..., said method comprising the steps of:

> **allowing the first customer to operate the modified first program via the program processor, and allowing the second customer to operate the modified second program via the program processor, wherein the first and second participant processors and the first and second customer processors are remote from said program processor and remote from the storage device connected to the program processor; and**
> providing the first customer's participants with access via the first participant processors to the modified first program stored in the storage device, and providing the second customer's participants with access via the second participant processors to the modified second program stored in the storage device, **said modified first and second programs executed by the program processor**.

None of the references, taken individually or in combination, discloses or suggests these novel elements. To anticipate a claim, **each and every element of the claim must be found,** either expressly or inherently described, in a single prior art reference. Without teaching each element, Eggleston cannot anticipate claim 1.

The present invention allows a first and second customer "to operate the modified program via **the program processor**, and wherein the participant processor and the customer processor are remote from said program processor and remote from the storage device," as recited in claim 1 and shown in FIG. 1 and 10. (Also see, specification page 12, lines 12-13; FIG. 10, page 29, line 21- page 31, line 14) Furthermore, the operating software used to operate the program remains **local** to the

program processor. For example, the first and second customers are allowed to "personalize follow-up promotions 1010 and schedule and launch communication cycles at 1012 by editing the content and frequency of any communications that are scheduled to be sent **by the program processor**." (FIG. 10, reference characters 1010, 1012; page 31, line 2-8)

Without a teaching for multiple independent customers to operate the modified program via **a program processor**, and wherein the participant processor and customer processors are remote from said program processor and remote from the storage device, Eggleston cannot anticipate claim 1. Furthermore, since Eggleston discloses **installation and operation at the sponsor's own site**, Eggleston teaches away from the invention.

For at least these reasons, Applicants submit the cited reference does not teach or suggest each and every element of claim 1. As such, the rejection of claim 1 under 35 U.S.C. § 102(e) should be removed. Additionally, claims 2-7, 15, 39, 52 and 53 depend from claim 1 and are allowable for at least the same reasons as claim 1.

Claim 24

Claim 24 recites a system for allowing multiple customers to each create an individual, modified motivation or recognition program via a customer processor similar to claim 1. As explained above with respect to claim 1, without a teaching for multiple customers to operate the modified program via **a program processor**, where the participant processor and customer processors are remote from said program processor and remote from the storage device, Eggleston cannot anticipate claim 24.

For at least these reasons, Applicants submit the cited reference does not teach or suggest each and every element of claim 24. As such, the rejection of claim 24 under 35 U.S.C. § 102(e) should be removed. Additionally, claims 53 and 60 depend from claim 24 and are allowable for at least the same reasons as claim 24.

DISCUSSION OF INDEPENDENT CLAIMS 55 AND 61:

The following points out the **selectable** rules structure recitals of claims 55 and 61.

Claim 55

Claim 55 recites "allowing the first customer and the second customer to **each electronically select via their customer processor a rules structure of the selected predefined program**, said rules structure defining the manner in which awards are earned by the first and second customer's participants, wherein the first customer's modification is independent of the second customer's modification."

For example, rules structures define the manner in which awards are earned by the participants and the customer can select the rules structure to reflect the individual needs of the customer. (Specification, page 17, lines 9-12) Sales contests may be based on rules structures such as: Hit and Win, Top Performer, Dollar One, Up To and Over, and Incremental Sales. (Specification, page 17, lines 18-21) In the Hit and Win rules structure, an objective is set and communicated to drive each participant and when the objective is reached, the participant earns the award. (Specification, page 17, lines 21-23) Additional rules structures may be accommodated as appropriate to promote other performance such as participant suggestions, safety, productivity, or presenteeism. (Specification, page 18, lines 11-14)

The Eggleston reference fails to teach or suggest "allowing the first customer and the second customer to **each electronically select via their customer processor a rules structure of the selected predefined program**" as recited in the claim. For at least these reasons, Applicants submit the cited reference does not teach or suggest each and every element of claim 55. As such, the rejection of claim 55 under 35 U.S.C. § 102(e) should be removed. Claim 56 has been amended similarly to claim 55 and is allowable for at least the same reasons as claim 55. Additionally, claims 57-59 depend from claim 56 and are allowable for at least the same reasons as claim 56.

Claim 61

Claim 61 recites "allowing the first customer and the second customer to each electronically select via their customer processor **a rules structure** of the selected

predefined program." As explained above, the Eggleston reference fails to teach or suggest "allowing the first customer and the second customer to each electronically select via their customer processor **a rules structure** of the selected predefined program" as recited in the claim. For at least these reasons, Applicants submit the cited reference does not teach or suggest each and every element of claim 61 and thus, claim 61 is allowable.

Claim Rejections Under 35 U.S.C. §103(a)

Claim 2 stands rejected under 35 U.S.C. 103(a) as being unpatentable over Eggleston et al. (U.S. Patent Number: 6,061,660) in view of Hoffman and Rogelberg "A guide to team incentive systems," Team Performance Management, vol. 4 no. 1, pp. 23, 1998 (Hoffman and Rogelberg).

Hoffman and Rogelberg disclose an incentive system where members of a team earn a reward based on the performance of a team. (page 3, System II). Eggleston, as explained above, teaches a method for providing incentive programs over a computer network where the incentive program is downloaded or transmitted to the sponsor for installation and operation **at the sponsor's own site**.

Claim 2 depends from claim 1 and the cited references, alone or in combination, fail to teach or disclose "allowing a multiple independent customers to operate the modified program via **a program processor**, and wherein the participant processor and a customer processors are remote from said program processor and remote from the storage device". Thus, Applicants believe dependent claim 2 is allowable for at least the same reasons as independent claim 1 is allowable.

Claim 39 stands rejected under 35 U.S.C. 103(a) as being unpatentable over Eggleston et al. in view of Symons and Jacobs "A Total Quality Management-Based Incentive System Supporting Total Quality Management Implementation", Production and Operations Management, Vol. 4, No. 3, Summer 1995 (Symons and Jacobs).

Symons and Jacobs disclose an incentive system where a bonus incentive is calculated based on the employee's most recent pay (page 4, FIG. 1). Eggleston, as explained above, teaches a method for providing incentive programs over a computer

network where the incentive program is downloaded or transmitted to the sponsor for installation and operation **at the sponsor's own site**.

Claim 39 depends from claim 1 and the cited references, alone or in combination, fail to teach or disclose "allowing a multiple independent customers to operate the modified program via **a program processor**, and wherein the participant processor and a customer processors are remote from said program processor and remote from the storage device". As such, Applicants believe dependent claim 39 is allowable for at least the same reasons as independent claim 1 is allowable.

CONCLUSION

Unless the Examiner can point to a disclosure in Eggleston which teaches the combination of **multiple** programs by **various** sponsors on the **same** host system, claims 1 and 24 and their dependent claims must be allowed.

Unless the Examiner can point to a disclosure in Eggleston which teaches a **selectable** rules structure, claims 55 and 61 and their dependent claims must be allowed.

In view of the foregoing, Applicants submit that independent claims 1, 24, 55 and 61 are allowable over the cited art. The claims depending from these claims are believed to be allowable for at least the same reasons as the independent claims from which they depend.

It is felt that a full and complete response has been made to the Office action and, as such, places the application in condition for allowance. Such allowance is hereby respectfully requested. Although the prior art made of record and not relied upon may be considered pertinent to the disclosure, none of these references anticipates or makes obvious the recited invention. The fact that Applicants may not have specifically traversed any particular assertion by the Office should not be construed as indicating Applicants' agreement therewith.

The Applicants wish to expedite prosecution of this application. If the Examiner deems the claims as amended to not be in condition for allowance, the Examiner is invited and encouraged to telephone the undersigned to discuss making an Examiner's amendment to place the claims in condition for allowance.

The Commissioner is hereby authorized to charge any deficiency or overpayment of any required fee during the entire pendency of this application to Deposit Account No. 19-1345.

Respectfully submitted,

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